

**STANDARD AGREEMENT-**

STD. 2 (REV. 5-91)

APPROVED BY THE  
ATTORNEY GENERAL

CONTRACT NUMBER DGS-OFA-97FC	AM. NO. 2
TAXPAYER'S FEDERAL EMPLOYER I.D. 76-0476053	

THIS AGREEMENT made into and entered into this \_\_\_\_ of \_\_\_\_\_, 2000.

in the State of California, by and between the State of California, through its duly elected or appointed, qualified and acting

TITLE, OFFICER ACTING FOR THE STATE

Director

AGENCY

Department of General Services

, hereafter called the State, and

CONTRACTOR'S NAME

Voyager Fleet Systems Inc.

, hereafter called the Contractor.

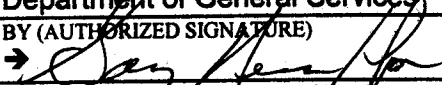
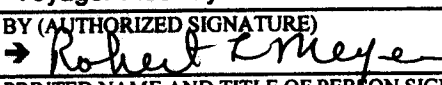
WITNESSETH: That the Contractor and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: (Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion and attach plans and specifications, if any.)

This amendment extends the term of the Voyager Fleet Systems Inc., DGS-OFA-97FC, contract for one additional year. The Term of the contract is July 1, 1998 through June 30, 2003. Except as amended herein, all terms and conditions of DGS-OFA-97FC shall remain in full force and effect.

CONTINUED ON 0 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY Department of General Services		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) Voyager Fleet Systems Inc.	
BY (AUTHORIZED SIGNATURE) → 		BY (AUTHORIZED SIGNATURE) → 	
PRINTED NAME OF PERSON SIGNING Barry D. Keene		PRINTED NAME AND TITLE OF PERSON SIGNING Robert L. Meyer	
TITLE Director		ADDRESS 738 Hwy 6 South, #600, Houston, TX 77079	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM CATEGORY (CODE AND TITLE)		FUND TITLE
	(OPTIONAL USE)		
	ITEM	CHARTER	STATUTE FISCAL YEAR
	OBJECT OF EXPENDITURE (CODE AND TITLE)		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 0			
I hereby certify that upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure state above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER →		DATE	

Department of General Services Use Only

**APPROVED**

MAY 14 2002

DEPT OF GENERAL SERVICES

☐ CONTRACTOR    ☐ STATE AGENCY    ☐ DEPT. OF GEN. SER    ☐ CONTROLLER

**STANDARD AGREEMENT-**

STD. 2 (REV. 5-91)

APPROVED BY THE  
ATTORNEY GENERAL

CONTRACT NUMBER <b>DGS-OFA-97FC</b>	AM. NO. <b>1</b>
TAXPAYER' S FEDERAL EMPLOYER I.D. <b>76-047-6053</b>	

THIS AGREEMENT, made into and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_  
in the State of California, by and between the State of California, through its duly elected or appointed, qualified and acting

TITLE, OFFICER ACTING FOR THE STATE

AGENCY

**Director****Department of General Services**, hereafter called the State, and

CONTRACTOR' S NAME

**Voyager Fleet Systems Inc.**, hereafter called the Contractor.

WITNESSETH: That the Contractor and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed,  
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STATE OF CALIFORNIA		CONTRACTOR			
AGENCY <b>Department of General Services</b>		CONTRACTOR <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> <b>Voyager Fleet Systems Inc.</b>			
BY (AUTHORIZED SIGNATURE) ➔		BY (AUTHORIZED SIGNATURE) ➔			
PRINTED NAME OF PERSON SIGNING <b>Barry D. Keene</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Stephen W. Harned</b>			
TITLE <b>Director</b>		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$	PROGRAM CATEGORY (CODE AND TITLE)		FUND TITLE		
	(OPTIONAL USE)				
	ITEM	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE)				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$					
TOTAL AMOUNT ENCUMBERED TO DATE \$					
I hereby certify that upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure state above.		T.B.A. NO.		B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER ➔		DATE			

**Department of General Services  
Use Only**
☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER
☐ CONTROLLER
☐

# STANDARD AGREEMENT

STD. 2 (REV. 5-91) (REVERSE)

- 1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.**
- 2. The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.**
- 3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.**
- 4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.**
- 5. Time is of the essence in this agreement.**
- 6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.**
- 7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.**

8. **Parties.** The State of California Department of General Services Office of Fleet Administration ("State") is the lead agency awarding this contract and Voyager Fleet Systems Inc. is the contractor.
9. **Term/Renewal.** This contract shall be for a three-year term beginning from the date it is signed by both parties and approved by the Department of General Services, Office of Legal Services. The State will have the option to extend the contract term, at its sole discretion, for up to two (2) additional 1 year terms. A written and approved agreement to extend the contract is required for each extension.
10. **Subscribers.** The Executive Branch, Legislative Branch, Judicial Branch, Constitutional Officers, California State Universities, University of California, and Political Subdivisions of the State, such as city and county governments and community college districts may request services from the Contractor according to the terms of this contract:

Political subdivisions may participate in the Fuel Credit Card Program by contracting with the Contractor under the terms and conditions of this Contract and through use of a Contractor-designed card which does not contain any mark or labeling which would cause it to be associated with the State of California.

Private fleets and individuals participating in State sponsored alternative fuel programs, such as M-85, CNG or other designated alternative fuels, may request fuel credit card services from the Contractor at retail sites under the same terms and conditions offered to the State for petroleum purchases.

The State and Contractor agree that this Contract may either be amended, or a separate contract may be written, to include alternative fuel programs such as M-85, CNG or other designated alternative fuels.

The State will not accept liability for charges made on individual, private fleet or political subdivision accounts.

11. **Participating Retailers.** Contractor will have Electronic Point of Sale (EPOS) compatibility with at least 6,000 business establishments in California. The Contractor must have EPOS compatibility with the following oil companies at a minimum: Shell, BP, Texaco, Mobil, Exxon, and Chevron. Jiffy Lube and National Automobile Club are two vendors the Contractor must contract with, allowing the State to continue to do business with these vendors via the California Official State Fuel Card by July 1, 1998.

As of October 1997, over 7,100 locations in California accept Contractor's card. Following are the suppliers currently participating in the Contractor's program:

Amoco	Exxon	Rich Oil	Conoco
Ashland	Exxon Aviation	Shell	Getty
BP	Phillips 66 Aviation	Sunoco	Wilco
BP Pro Care	Gulf	Super America	
Chevron	Marathon	Texaco	
Citgo	Mobil	Texaco Aviation	
Clark	Phillips 66	Texaco Express Lube	

12. **General.** The Contractor will provide and maintain the State of California Official State Fuel Card for fuel purchases in California, Oregon, Nevada, and Arizona. Authorized employees of the State of California will use the card to purchase fuel and other authorized vehicle-related products and services for State of California vehicles operated on behalf of the State of California.

The Contractor will provide participating departments, agencies and political subdivisions of the State of California with a charge card for the purchase of petroleum and other petroleum products and emergency services or repairs.

13. **Establishment of Accounts.** Contractor will provide all the forms necessary for State agencies to establish an account number, designate persons authorized to request and receive cars, and provide vehicle information. Within one week of receiving vehicle, driver, and organizational information, Contractor will issue a profile for the appropriate State agencies to certify. The profile will be an overview of the way accounts, cards, drivers, and vehicles are set up in the Contractor's system based upon the data provided to Contractor by the respective State agencies. Upon review and approval of those formats by the agency, cards will be issued immediately.
14. **Transition Team.** Contractor will establish a transition team to transform from the existing contractor within seven (7) days of being awarded the contract.
15. **Negotiations.** Contractor must be willing to work with any vendor that has EPOS capabilities and is willing to code their system to capture the necessary information.
16. **Cards.** Contractor will begin issuing credit cards on or before April 15, 1998. All cards, including replacements for lost or stolen cards will be provided to State agencies at no charge.

Contractor will provide cards that meet the following general requirements by the State:

- Magnetic stripe reader capable of reading ISO track 2.
- Numeric pin pad.
- Automatic capture of date, time, card number, fuel type, quantity of fuel dispensed, price, and encoded vehicle information.

Contractor will issue cards embossed according to State requirements within two (2) working days or less of receipt of a properly completed agency account application.

Replacement cards can be ordered by using a toll-free customer service number, toll-free fax number, or by authorized state personnel using an on-line, real-time connection to the Contractor's system. Replacement cards can be ordered the day the card is reported and mailed the next business day. In an emergency, replacement cards can be overnighted.

17. **Card Use.** Cards may be assigned to drivers or vehicles, or neither. It is not a requirement to have all cards for an account to be assigned the same way.

In an emergency only, the card may be used to purchase vehicle-related items such as a new battery, tire, tube, spark plug, fan belt, wiper blades, radiator, or gas tank cap. The State or participating agency will be responsible for defining what constitutes an emergency.

18. **Purchase Restrictions.** Consistent with the terms of RFP DGS-OFA-97FC, executives of the participating agencies will determine how the cards may be used. Agencies will select control parameters for each card including dollar, transaction and purchase limits and restrictions. The Contractor will work with State designated representatives to develop and produce exception reports and to enhance control parameters such as:

- Purchase limits
- Tires, Battery and Accessories (TBA) single purchase limit;
- Fuel type(s) authorized;
- Driver(s) authorized (required for M-85 purchases); and
- Fuel quantity limits (maximum number of gallons).

19. **Lost or Stolen Cards.** The minute a card is reported lost or stolen, the account holder is no longer liable for the charges made on that card. A card can be canceled by calling the Contractor's toll-free customer service line or dialing in to the Contractor's System using a PC and a toll-free, on-line connection. Contractor will provide the access software and will train the designated employees in the use of the System.

20. **Assistance for Card Users.** Contractor will provide customers with a toll-free customer service number printed on the back of the card, answered by a trained representative 24 hours a day, 7 days a week.

21. **Changes in Vehicle Accounts.** All account updates/changes described in RFP DGS-OFA-97FC, will be handled the same day the request is received. Forms for providing information will be provided as needed. The information can be called in to the 1-800 number, faxed or mailed to the Contractor.

Contractor will also offer a toll-free, on-line, real-time connection through which authorized personnel may directly access and/or edit data in the Contractor's system using their own PC and modem, with the software provided by Contractor. Users can dial-in to the system and view all transactions on their account submitted to Contractor as of the previous day.

22. **Authorizations.** All electronic sales will be authorized on line real time against Contractor's positive file. Manual tickets can require authorization above a predetermined amount mutually agreed on by the State and Contractor.

23. **Limits on Cards.** Contractor will be able to provide two options to the State for putting limits on fuel cards. First, subsequent sales after a card has reached either the daily transaction limit or the monthly dollar limit can be automatically declined. Second, the State can choose to have one more sale approved after the limit has been reached by having the retail attendant call the Contractor for authorization.

Other options include a "transactions per day" limit, a "transactions per month" limit, and a "dollars per month" limit, which can be used to restrict purchases. Contractor will work with each Department to identify the usage restrictions needed for each card. For other restrictions, sales will not be declined, but exceptions noted on monthly reports can be used to rectify situations. Examples of these options include: Fuel type (for vehicles with two tanks), Gallon limits, Miles per gallon variances, and Day and time of use for both vehicle and driver.

Contractor can authorize specific purchase transactions that may be otherwise prohibited. Contractor can immediately invalidate cards at the request of the contracting officer. Purchase controls can be maintained at the individual card level.

An Agency may limit the dollar amount based on the amount spent per month. Use of driver IDs or PINs can limit a card to only authorized personnel.

24. **POS Authorization Procedures.** All Contractor cards are authorized at the time of electronic purchase, using both a positive and negative file.

An ID number is required for authorization with the Contractor's card, unless the customer chooses to accept responsibility for fraudulent purchases on valid cards. This PIN number may be a vehicle number, driver number, or an actual PIN number.

Contractor credit cards will have a two-tack, magnetic strip, which allows for electronic capture of data at the fueling site through a point-of-sale terminal. Although the capabilities of the POS devices vary, virtually all of them can capture the following information : Account Number, Card ID, Date of transaction, Time of transaction, Number of units purchased, Type of fuel, Odometer, Vendor, Price per unit of purchase, Total price of Commodity, PIN, Vehicle, or Driver ID, Full Service, Self Service (limited), Purchases at Island Card Readers, and Manual transactions.

25. **Security and Back-up Procedures.** Contractor will provide electronic authorization against a positive file and call in requirements on manual sales over a predetermined amount in conjunction with PIN numbers or driver IDs to ensure that charges are valid. Contractor will also provide a back-up system by IBM's ISSC subsidiary in Gaithersburg, MD. In the event of a significant system failure, Contractor's processing can be shifted to the Maryland operation.

26. **Billing.** Contractor is capable of handling both tax exempt and non-exempt cards. The following describe Contractor's Billing capabilities:

1. Close of the billing cycle will be in the last week of each month and the reports and statements will be mailed by the first of each month.
2. Monthly Account Statements by Vehicle:
  - a. Name and address of agency accounting office contact is included on the Invoice
  - b. Agency account number is listed on the invoice.
  - c. Unique card number assigned to each vehicle is listed on the reports.
  - d. The vehicle or equipment identification number appears on the reports.
  - e. Optional driver number or name (subtotal for each vehicle by driver) is included on the reports.
  - f. The statement date is listed on the invoice.
3. Contractor will list the following purchase information on the reports:

- a. Date and purchase time
  - b. Purchase description (fuel type, oil or repair)
  - c. Quantity purchased (gallons, quarts, etc.)
  - d. Merchant name and location
  - e. Price and extended price per item or gallon
  - f. Total amount of purchase
  - g. Sales tax
  - h. California diesel road tax
  - i. Invoice number
4. Total amount charged per vehicle during a billing period will be listed on the Reports.
  5. Contractor does not have an approving signature block to certify that items appearing on the statement have been received, or that purchases were made for official use.
  6. Contractor will not provide a specialized space to enter the State agency's accounting code.
  7. The total amount charged by all supervised cards by department during a billing cycle can be listed on the report and a year to date amount can be reported.
  8. Total quantity and dollar amount by fuel type for each department during billing cycle and fiscal year to date can be provided.

The Contractor will work closely with the State of California to minimize the impact of implementing the Contractor's system. Billing and reporting transaction data is available to customers in a variety of media, including:

- Paper
- Cartridge Tape
- Reel Tape
- Diskette
- CD ROM
- File Transfer (Modem)
- File Transfer (EDI)

Contractor's EDI billing is in accordance with ANSI X12 standards, and Contractor is willing to assist the State in being able to accept and EDI billing.

**27. Questioned Items and Chargebacks.** Procedures and instructions for questioning or disputing items appearing on a statement:

1. Contractor will work closely with the customer to resolve questioned items in a timely manner.
2. Contractor's Customer Service representatives will be available to the State 7 days a week, 24 hours a day to handle questions or to discuss items in dispute.
3. A memo or a call to Contractor's 1-800 customer service number is sufficient to file a dispute. Contractor does not require a formal notification form to file a dispute.

Payment will not be expected for the item unless the charge is found to be valid. At the time the charge is determined to be legitimately disputed, it will be removed from the account. Payment of the valid charges are expected in a timely manner.



Contractor's customer service representative will handle the processing of chargeback items on the account.

28. **State Liability.** The State of California will not accept any liability or financial responsibility for charges that have been incorrectly authorized and exceed any of the expenditure limits specified to the contractor by a State agency.

The State of California will not accept any liability or financial responsibility for charges that have NOT been authorized pursuant to the terms of this agreement.

The State of California will not accept liability/responsibility for charges made on individual or political subdivision accounts. The Contractor may exercise the right to not accept with cause individual, private fleet or political subdivision accounts.

Contractor cannot enforce monthly expenditure limits on pre-authorized sales.

Contractor will not be responsible for fraud involving a card that is not required to have an ID entered, unless the card is improperly authorized.

29. **Management Information Reports.** Contractor's system allows the State to create separate accounts for billing purposes and still produce summary reports for the State of California's entire fleet. Subdivisions within each account can be defined by the State and identified on the reports.

Contractor will provide an analysis of the number and dollar value of fuel credit card transactions by type of Vendor and with specific companies in Contractor's management reports.

Exception Reports : Contractor is developing a Windows-compatible PC program that will allow the customer to import Contractor data and view that data in all of the standard Contractor reports. It also provides query and graphics capabilities. State Agencies and other Users can choose any timeframe and combination of organizations, drivers, or vehicles, literally customizing reports with the click of the mouse. State Agencies and other Users can also examine purchasing patterns and prices, displaying these comparisons graphically. This PC application will be provided at no charge to the State of California.

Fiscal year-to-date dollars expended by all agency card users can be included on management reports.

Fiscal year-to-date dollars expended by product or fuel type can be included on the management reports.

Contractor will provide any reasonable customized or specialized management information reports requested by the State at No Charge. Contractor reserves the right to determine what is "reasonable" customization or specialization of management information reports. Contractor will assist the State in determining and developing necessary user reports.

**30. Quality Control.** Contractor will provide the following services:

- Ensure the quality of the card sent to the customer.
- Ensure that delivery of the cards and reports is consistent with the terms and conditions of the contract.
- Ensure that customer service assistance is available in accordance with the terms and conditions of this contract.
- Ensure that authorization and processing system integrity is maintained at all times with adequate backup in the event of primary system interruption.
- Ensure that transactions are posted accurately and in accordance with the terms and conditions of this contract.
- Ensure that payments received are posted accurately and in accordance with the terms and conditions of this contract.
- Ensure that the information captured for reports in accordance with this contract is complete, accurate, timely, and secure.

**31. Taxes / Discounts.** Contractor will bill tax exempt State customers for purchases made on the Contractor's card less any fuel tax exemptions, allowed by law, that the vendor can process and to which the customer is entitled. Complete reporting of exempted taxes will be provided to the customer and to the Oil Company, which granted the exemption. If any oil company chooses not to grant the customer certain tax exemptions, Contractor will notify the customer accordingly of that fact and the customer can take whatever actions it deems appropriate.

Contractor will not at this time process exemptions for Federal Diesel Tax.

Discounts offered by or negotiated with fuel suppliers can be processed through Contractor's system.

**32. Independent Vendors.** Contractor is willing to work with any vendor, needed by the State of California toward acceptance of the Contractor's card for State of California purchases.

**33. Payment.** As provided by California Government Code section 926.17, the participating entities will begin paying interest on the 51<sup>st</sup> calendar day after postmark date of a correct invoice when payment is made directly to the Contractor.

**34. Audit.** In accordance with California Government Code section 8546.7, Contractor shall be subject to the examination and audit of the State Auditor for three (3) years after final payment under the Contract. The examination and audit shall be confined to those matters related to the performance of this Contract. The examination and audit of purchase invoices will be limited to invoices processed and retained within six (6) months of the date of the audit. Contractor will retain, and will require all other fuel vendors to retain, invoices, or a facsimile thereof, for six (6) months.

Contractor agrees that the State or its delegate will have the right to review, obtain and copy all records pertaining to the performance of the Contract. Contractor agrees to provide the State of California or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing

employees and inspecting and copying such books, records, accounts, and other material that may reasonably be considered as, and which State or its delegate in good faith considers as reasonably relevant to a matter under investigation.

35. **Force Majeure.** "Force Majeure" means an event or condition, which is unforeseeable and is beyond either party's control. Force Majeure may include orders of government agencies; strikes, lockouts and other disturbances (even if terminable by the affected party acceding to the demands of any labor group); war, riots and civil insurrection; and fires, floods, earthquakes and loss of public utilities beyond the control of either party.

In the event any delay due to Force Majeure occurs or is anticipated the affected party shall notify the other party of such delay and the cause and estimated duration of such delay. The affected party shall exercise due diligence to shorten, avoid and mitigate the effects of the delay and shall keep the other party advised as to the affected party's efforts and its estimate of the continuance of the delay. In no event shall Contractor be entitled to any damages, or to any adjustment to the compensation payable hereunder, because of any delay due to Force Majeure.

36. **Alternative Dispute Resolution.** In the event a dispute arises with respect to the interpretation or performance of, or the relationship created by, all or any part of this Agreement, the parties shall attempt in good faith to resolve the dispute. If such efforts prove unsuccessful, each party agrees to consider the use of mediation, mini-trial, arbitration or other alternative dispute resolution techniques prior to resorting to litigation. If the parties utilize mediation, mini-trial, arbitration or other alternative dispute resolution techniques, each party agrees that no award or decision resulting therefrom shall include punitive damages.

37. **Conflicts of Interest.** Conflicts of interest relating to this Contract are strictly prohibited. Except as otherwise expressly provided herein, neither State nor any director, employee or agent of the State or its Subcontractors or Vendors shall give to or receive from any director, employee or agent of Contractor any gift, entertainment or other favor of significant value, or any commission, fee, or rebate. Likewise, neither CONTRACTOR nor any director, employee or agent of CONTRACTOR or its Subcontractors or Vendors shall, without prior written notification thereof to Contractor, enter into any business relationship with any director, employee or agent of the State unless such person is acting for and on behalf of Contractor. The State shall promptly notify Contractor of any violation of this Section and any consideration received as a result of such violation shall be paid over or credited to Contractor by the person(s) who received them.

38. **Choice of Law.** This Contract shall be governed by and construed according to the laws of the State of California, exclusive of its choice of law rules.

39. **Conflicts in Documents.** In the event of conflicts between the Request for Proposal, the Technical Proposal and this Summary, the RFP shall govern.

40. **Socioeconomic Clauses.** Nondiscrimination Compliance Statement, Nondiscrimination Clause, Drug-free Workplace Certification, and Certification of Compliance with the Forced, Convict, and Indentured Labor Statute are attached and made part of this agreement.

This contract is exempt from M/W/DVBE requirements.

41. **Termination.** The State reserves the right to cancel the Contract with or without cause at the State's sole discretion by providing 30 days written notice to the Contractor. Notwithstanding the provisions of Item 3, upon notification of cancellation, the State/subscribers shall be obligated to compensate Contractor for in-progress work authorized under the Contract.

This Contract is valid and enforceable only if sufficient funds are appropriated for the purposes of this contract. The State of California does not guarantee any quantity of credit cards or business volume. The State of California may immediately terminate the Contract by giving the Contractor written notice if the reason for such termination is insufficiency of funds. Even if the agreement is not formally terminated in this manner, the State of California's liability to the Contractor is contingent on the availability of funds.

42. **Certification.** Contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

43. **Modification.** No amendment to the terms of this Contract shall be valid unless made in writing and agreed to and signed by both parties to this Contract. No oral understanding or agreement not incorporated in the Contract shall be binding on the parties to this Contract.

44. **News Releases.** News releases pertinent to this Contract may not be made without the prior written approval of the Department Contract Manager.

45. **Notices.** All required notices shall be in writing, and delivered to the addresses below. Each party shall notify the other of any change in names and address below.

Kristin L. Neff  
Fuel Card Contract Manager  
Department of General Services  
Office of Fleet Administration  
800 Q Street  
Sacramento, California 95814

Robert L. Meyer  
Vice President Customer Support  
Voyager Fleet Systems Inc.  
330 Barker Cypress Rd., #250  
Houston, Texas 77094

If an emergency occurs, and a party must act quickly, the party involved need not comply with the requirement that notice be in writing.

46. **Integration.** This Contract, including RFP DGS-OFA-97FC, Contractor's Proposal and this Summary, is the entire agreement between the Parties; no prior stipulation, agreement or understanding by the Parties or any of their representatives shall be of any effect. No representations by or oral agreement with any agent or employee of Contractor, either before or after execution of this Contract, shall affect or modify any of the Contractor's rights or obligations under this Contract.
47. **Separability.** If any provision of the Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Contract shall remain in full force and effect.
48. **Names/addresses of State Employees.** The Contractor agrees to use the names and addresses of the State of California employees only for purposes directly related to, and necessary for, fulfillment of this Contract.
49. **Confidentiality Agreement.** Both parties agree that all financial, statistical, personal, technical, and other data and information relating to the other party's operation, which is designated confidential and made available to carry out this Agreement, will be protected from unauthorized use and disclosure. Both parties will observe the same standards of care used to protect their own confidential information. This limitation shall not apply where inconsistent with any legislative or regulatory provisions for freedom of information.

Neither party shall be required to keep confidential any data or information that is or becomes publicly available, is already rightfully in that party's possession, is independently developed by either part outside the scope of this Agreement, or is rightfully obtained from third parties.